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This Instrument Prepared by:  
MOLLOY & JAMES  
325 South Boulevard  
Tampa, Florida 33606

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF FAWN LAKE**

THIS DECLARATION, made on this 7 day of March, 1998, by Centex Homes, whose address is 5110 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634, hereinafter referred to as the "Declarant".

**W I T N E S S E T H:**

**WHEREAS**, the Declarant is the owner of certain property in Hillsborough County, Florida ("the Property"), more particularly described on the attached Exhibit "A," which is hereby incorporated herein.

**WHEREAS**, Declarant intends to develop the Property into a residential community of single family homes; and

**WHEREAS**, Declarant desires to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

**NOW, THEREFORE**, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation or the Association's By-Laws.

Section 1. "Architectural Committee" shall mean the Architectural Committee, provided in Article VI hereof.

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Section 2. "Articles" means the Articles of Incorporation of the Association, as amended from time to time. The Articles of Incorporation and Bylaws of the Association are attached as Exhibits "B" and "C."

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Association" means FAWN LAKE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means collectively all property whether improved or unimproved, or any interest therein such as an easement, which from time to time is owned by the Association for the common use and enjoyment of all Owners. "Fee Common Area" shall mean those parts of the Common Area owned by the Association in fee simple. "Easement Common Area" shall mean those parts of the Common Area on which the Association has an easement. The Common Area shall initially consist of the areas so designated on the Plat.

Section 7. "Declarant" means Centex Homes, a Nevada general partnership, and its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of Declarant's rights hereunder.

Section 8. "Declaration" means this Declaration of Covenants, Conditions and Restrictions of Fawn Lake, as recorded, and as amended, modified or supplemented from time to time.

Section 9. "Dwelling" shall mean the single family detached residence constructed upon a Lot.

Section 10. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

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Section 11. "Lake" shall mean any body of water designated as a Lake or Conservation Area on any Plat and any man-made storm water detention or retention area located on the Property.

Section 12. "Lake Area" shall mean all real property which is part of a Lake.

Section 13. "Lot" means platted lot shown on the Plat intended for construction of a Dwelling.

Section 14. "Maintenance" means the exercise of reasonable care to keep Dwellings, other approved buildings, driveways, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted landscape management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which shall, at a minimum, include the mowing and edging of all grass on a Lot, periodic trimming of all bushes and trees and removal of dead or fallen branches.

Section 15. "Member" means every person or entity who holds membership in the Association.

Section 16. "Mortgage" means any mortgage or other instrument encumbering or transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any Mortgage constituting a valid lien prior in dignity to all other Mortgages encumbering the same Lot.

Section 17. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 18. "Occupant" means the person or persons, other than the Owner, in possession of a Lot, and may, where the context so requires, include the Owner.

Section 19. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may permit, "Owner" includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Property with the consent of any Owner, express or implied, such as an Occupant.

Section 20. "Person" means any natural person or artificial entity having legal capacity.

Section 21. "Plat" means (a) the final plat of Fawn Lake, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of

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Hillsborough County, Florida, including any amendments or additions thereto, and shall include the subdivided real property therein described, and (b) any plat recorded over any additional property annexed hereto pursuant to the provisions of Article VII, Section 7 hereof.

Section 22. "Property" means the lands described on the Plat referenced herein, including Lots and Common Area, and shall include real property subsequently platted and included in this Declaration by amendment or supplement.

Section 23. "Recorded" means filed for record in the public records of Hillsborough County, Florida.

Section 24. "The Work" means the initial development of the Property by Declarant and may include changes in the initial development where deemed appropriate by Declarant so long as such changes are not inconsistent with the initial development.

## ARTICLE II PROPERTY RIGHTS

Section 1. **Easements and Enjoyment.** Each Owner has a nonexclusive right and easement of enjoyment in and to the Fee Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) **Fees.** The Association's right to charge reasonable fees for the use, safety and maintenance of the Fee Common Area and any common facilities from time to time situated thereon and the Easement Common Area, to the extent required to be maintained by the Association herein.

(b) **Suspension.** The Association's right: (i) to suspend the voting rights of any Owner for any period in which any Assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid Assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days.

(c) **Dedication.** The Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of each class of the Members. If ingress or egress to any Lot is through the Fee Common Area, any conveyance or encumbrance of such area shall

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be subject to a nonexclusive easement for ingress and egress for the benefit of such Lot.

(d) **Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Fee Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) **Rules and Regulations.** The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

**Section 2. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 3. Public and Private Easements.** Declarant has dedicated and conveyed or will dedicate or convey that portion of the Property described on the Plat for use and maintenance of utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Easements for installation and maintenance of utilities, drainage facilities, walls and landscaping are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**Section 4. No Partition.** There shall be no judicial partition of the Fee Common Area or any Lot, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof, including any attempted judicial partition of any Lot owned in cotenancy.

**Section 5. Public Easements.** Fire, police, health, sanitation, cable, communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual

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and non-exclusive easement for ingress and egress over and across the Property, the Common Area and each Lot.

**Section 6. Private Streets.** Each Owner shall have an easement across any common area necessary for access to the Owner's Lot. The Association shall limit access to common area to Owners and residents of Lots in Fawn Lake.

**Section 7. Operation of Gated Entries.** By acceptance of a deed to a Lot within the Properties, each Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Properties. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owner's properties. Owners acknowledge that the Declarant and the Association have no control over said gates and Owners hereby release Declarant from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their properties, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owners or the Properties from conditions existing within public or private streets, parks or common areas. Owners agree that the Declarant and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Properties to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Properties by means of a gate.

**Section 8. Liability of Association.** Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Fawn Lake including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any properties of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole

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purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Properties may contain recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this article, "Association" shall include within its meaning all of association's or Declarant's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

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Section 9. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered, constructed upon, or removed from the Common Area except with the specific approval of the Board.

(c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

(d) Signs. No sign of any kind will be displayed to public view within the Property except (i) customary name and address signs on each Lot, (ii) one (1) Lot sign of not more than six (6) square feet in size, placed in the front yard only, advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation, beware of dog or such similar signs affixed to the front of a Dwelling, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and content. No sign shall be lighted. No advertising or third-party signs shall be permitted except as provided in (ii) above. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designees to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

(e) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Dwellings.

(f) Use of Lots. Each Lot may be improved and used for residential purposes only and only single detached family homes, approved in accordance with Article VI, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Hillsborough County.



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Section 10. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than four (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed without approval of the Architectural Committee. No fenced dog runs are permitted.

Section 11. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 12. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling. Any other storm doors or screen doors shall require approval of the Architectural Committee. No above-ground swimming pools, storage sheds or outbuildings, screening of front porches or garages, satellite dishes or antennas of any kind, or solar collectors are permitted on any Lot. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot.

Notwithstanding the above provision, each lot shall be permitted to install and maintain one satellite dish of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Committee. The top of the satellite dish shall be no higher than four feet (4'). The structure shall be landscaped and shall not be visible from the street.

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**Section 13. Storage of Vehicles, Watercraft, Machinery or Equipment.** Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no watercraft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Fee Common Area, unless stored on a Lot within a garage in such a manner that it can be completely concealed from view when the garage door is closed. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, one "permitted vehicle" may be parked in a driveway. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van but excluding a motorhome or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within the garage on the Lot, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Notwithstanding anything to the contrary in any other document or instrument, no parking shall be permitted on any ight-of-way within the Plat in order to circumvent the restrictions in this Section.

**Section 14. Maintenance.** Each Owner shall, as necessary from time to time, repair, replace and maintain the roofs, gutters, downspouts, lawn, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot except as specifically provided in Section 3 above, and the maintenance of any portion of the wall or fence, sod and landscaping initially installed by Declarant or the Association. Such maintenance shall

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include repair, replacement, painting or staining as necessary to keep such wall or fence of a uniform appearance throughout the Property. No Owner shall permit any waste to the exterior portions of such Owner's Dwelling or the Lot. Each Owner shall make all repairs, maintenance and replacements necessary to keep attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance described herein and prescribed by Association rules, if any, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

**Section 15. Rules and Regulations.** No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

**Section 16. Dwellings.** Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be 1000 square feet of air conditioned living space, unless otherwise approved by Declarant. In addition to the prohibitions in Section 9, no trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural Committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted.

**Section 17. Access By Association.** The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of

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exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

**Section 18. Fences.** No fences shall be erected or maintained on any Lot which shall be in excess of six feet in height. No chain link fences except those installed by Declarant are permitted. No hedges or shrubbery shall exceed a height of six feet. Fences located in front of the front setback line are prohibited, except temporary fences erected by Declarant prior to sale of a Dwelling. All fences shall comply with County regulations and shall be subject to review by the Architectural Committee as provided in Section VI for compliance with the standards set forth on Exhibit "C", unless the Architectural Committee waives such requirements based on special circumstances. A fence located along a retention pond, or located along a drainage easement adjacent to a retention pond, shall be subject to review by the Architectural Committee, shall be four (4) feet in height and shall otherwise conform to Exhibit "C". All wooden fences shall be left in a natural finish, without paints or stains.

**Section 19. Replacement.** In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

**Section 20. Mailboxes.** The Architectural Committee shall approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the standard mailbox design set forth on Exhibit "C".

**Section 21. Use of Waterways and Recreational Areas.** No Owner, Occupant or invitee shall permit the use of any watercraft with an internal combustion engine, on any waterway, lake or ponds in or adjacent to the Property. The Association shall, by rule, adopt regulations for the control of fishing and recreational areas within the Property.

**Section 22. Use and Protection of Lakes and Ponds.**

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(a) The Association, or its duly authorized agents, shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter upon any Lake Area for the purpose: (i) of maintaining the Lake Area; (ii) or removing any improvement constructed or maintained upon such Lake Area in violation of the provisions hereof; (iii) of restoring such Lake Area as authorized; and (iv) of otherwise enforcing, without any limitation, all of the restrictions as set forth as a part of this Declaration.

The responsibility for repair and general maintenance of the Lake Areas is that of the Association for the functional maintenance of drainage. The Association has the power to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. The individual lot owner shall have maintenance responsibility for all lake and pond areas as to aesthetic maintenance.

No Owner shall construct or maintain any improvement upon a Lake Area which would, in the judgment of the Association, detrimentally affect the normal water level of the Lake Area. No docks, fences, or structures may be constructed on any Lake Area unless prior written approval of the Architectural Control Committee is given. No Owner may fill a Lake, draw water from a Lake nor place solid material or liquids in a Lake. No Owner shall remove native vegetation (including without limitation cattails) that become established within any Lake or Lake Area. Prohibited removal shall include, without limitation, dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Permitting Department.

(b) Each Owner of a Lot abutting a lake shall have a cross easement appurtenant for use of the Lake which his Lot borders subject to the limitations and restrictions stated herein.

The use of the Lake Area and Lake shall be subject to the Homeowners' Association Rules. There shall be no use of the Lake Area and Lake except natural recreational uses which do not injure or scar the Lake Area or Lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Lots, or in their enjoyment of the Lake Area.

(c) Neither the Declarant nor the Association shall be responsible for control over the level of water in any Lake. Nor shall Declarant or the Association be liable for damages in any way for an increase or decrease to the water level of any Lake Area or

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Lake. Each Owner agrees that he will not bring any action or suit against Declarant or Association to recover for any damage caused by an increase or reduction in the water level of any Lake Area or Lake.

**ARTICLE III  
OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES**

**Section 1. Maintenance.** The Association shall maintain, as part of the Common Area, drainage structures for the Property and comply with conditions of the Permit from the Southwest Florida Water Management District ("the District") for the drainage system (the "Drainage System"). The Association, shall, when requested by Declarant, accept transfer of the District Permit for the Property.

The conditions may include monitoring and record keeping schedules, and maintenance.

**Section 2. Water Quality Data.** Water quality data for the water discharged from the permittee's property or into the surface waters of the State shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data is required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

**Section 3. Association Control.** The Association agrees to operate and maintain the Drainage System, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

**Section 4. Hold Harmless.** The Association shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the Permit.

**Section 5. Compliance.** The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the Permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Permit and when required by District rules.

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**Section 6. Access By District.** The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable time, when the permitted activity is located or conducted for the purposes of inspection and testing to determine compliance with the Permit and District regulations, such as:

- (a) Having access to and copying any records that must be kept under the conditions of the Permit;
- (b) Inspecting the facility, equipment, practices, or operations regulated or required under the Permit;
- (c) Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Permit or District rules; and
- (d) Gathering of data and information.

"Reasonable time" may depend on the nature of the concern being investigated.

**Section 7. Owner Compliance.** It shall be responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the District.

**Section 8. Native Vegetation.** It is the lot owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to the District, Tampa Permitting Department.

**Section 9. Prohibited Construction.** No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved Permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40D-4, Florida Administrative Code.

**Section 10. Other Permits.** Nothing contained in the foregoing shall be deemed to relieve any lot owner of the obligation to obtain such other permits and approvals as may be required by law in connection with activities upon such lot owner's property.

**ARTICLE IV  
THE ASSOCIATION**

**Section 1. Membership.** Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's contract vendee in possession.

**Section 2. Voting.** The Association shall have two classes of voting membership:

**Class A.** The Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on the anniversary date five years from the date when the first Lot is conveyed to a Class A Member.

**Section 3. Common Area.** Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management and control of the Fee Common Area, its improvements, if any, and all related furnishings, equipment, walls, fences and other personal property, if any. The Association's duties with respect to the Fee Common Area include the management and operation of improvements, equipment and personal property installed by the Declarant on the Fee Common Area, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Fee Common Area; and the maintenance of adequate public liability and property damage insurance with



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respect to the Fee Common Area. The Association shall maintain the structural portion of the masonry wall constructed within the Easement Common Area and shall paint the exterior face and top of the wall as needed. Each Owner shall paint the interior face of the wall (i.e., that portion facing his Dwelling) as needed. Each Owner on whose Lot a wooden fence is installed within the Easement Common Area shall maintain that fence on his Lot, including the fence initially installed by Declarant. The initial Common Area within the Property is described in Article I, Section 6.

**Section 4. Exterior Maintenance.** The Association has no duty of maintenance with respect to any Lot or Dwelling; and, as more particularly provided in Article II, Section 14 hereinabove, each Owner shall maintain such Owner's Lot and Dwelling, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

(a) Any Owner refuses or fails to make any maintenance, repairs, or replacements required by Article II, Section 14, above; and

(b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Property; and

(c) At least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and such Owner was given a reasonable opportunity to be heard by the Board; then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as are reasonably necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article V, Section 4 below.

**Section 5. Services.** The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for management, legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Articles, By-Laws, or the rules and regulations.

**Section 6. Rules and Regulations.** As provided in the Bylaws, the Association, from time to time may adopt, alter, amend,

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rescind and enforce reasonable rules and regulations governing the use of the Property, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

**Section 7. Capital Improvements.** Except for replacement or repair of those items installed by Declarant, if any, which the Association is obligated to maintain hereunder and except for any personal property related to the Fee Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VII, Section 2, below.

**Section 8. Amplification.** The provisions of this Declaration may be amplified by the Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Declarant intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration, control anything to the contrary in the Articles or By-Laws.

## ARTICLE V ASSESSMENTS

**Section 1. Assessments Established.** For each Lot, Declarant covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

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All of the foregoing are a continuing charge on the Lot and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment became due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

The annual or special assessments on Lots owned by the Declarant shall be fifty percent (50%) of the corresponding assessments for Lots owned by other Owners. As an alternative in lieu of such assessments, Declarant may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A lot assessments, as long as Class A annual assessments do not exceed \$500.00.

**Section 2. Annual Assessment.** The annual assessment shall be due on January 1 of each year. The annual assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area required to be maintained by the Association and the establishment of reserve accounts therefor; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area required to be maintained by the Association; and (iii) all other general activities and expenses of the Association.

**Section 3. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, equal to twelve (12) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal

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property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

**Section 4. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

**Section 5. Amount.** Until the close of the first fiscal year following Declarant's conveyance of the first Lot by Declarant, and subject to the provisions of the paragraph below, the annual assessment will not exceed 375 per Lot. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Notwithstanding the above provisions, the assessment may increase an amount greater than fifteen percent without a vote of the Members if such additional increase is due solely to

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maintenance costs of amenities or recreational features which have been added by the Declarant or Association since the preparation of the last budget and assessment. If any such amenities or recreational features are added, the initial years assessment and subsequent assessments shall be adjusted by the Board to cover the additional maintenance costs.

**Section 6. Commencement.** The assessments provided by this Article shall commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot to a third party and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

**Section 7. Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

**Section 8. Association Remedies.** Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent and shall bear interest from its initial due date at the maximum rate of interest allowed by law. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Fee Common Area or by abandonment of such Owner's Lot.

**Section 9. Foreclosure.** The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid

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as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

**Section 10. Exempt Lots.** Any and all Lots from time to time owned by the Association are exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Property who is employed by the Association or Association's manager.

**Section 11. Lien Subordination.** The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

**Section 12. Homestead.** By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; an (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

## ARTICLE VI ARCHITECTURAL CONTROL

**Section 1. Authority.** No Dwelling, or any other improvement or construction not prohibited in this Declaration, or any color change, or exterior alteration may be made on any Lot unless and until approved by the Architectural Committee ("Committee"), except that this provision of Architectural Control

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shall not apply to the original construction of a residence by Declarant or its assignee. Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work.

**Section 2. Procedure.** All applications to the Architectural Committee must be accompanied by reasonably detailed plans and specifications. If the Committee does not approve or disapprove any application within forty-five (45) days after receipt of an application consisting of a complete set of plans and specifications, it shall be deemed disapproved. In all events, approval must be in writing. The procedures for approval at all times must afford any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person or by representatives of such Owner's choosing, or both. The Committee may assess a reasonable fee against the Owner seeking approval for any such review.

The approval or consent of the Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval of consent as to any Plans or Specifications or other matters subsequently or additionally submitted for approval or consent to the same for a different person.

**Section 3. Committee Membership.** The Committee membership shall be initially composed of Sara Hendrickson, Richard Fadil, and Nancy Reynolds, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Committee and to exercise all powers and perform all duties of the Committee. The Address of the Committee is 5110 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634. However, at such time as all of the Lots have been sold by Declarant, the powers and duties of the Committee shall immediately vest in and be assigned to the Association, and the Committee shall thereafter exist as a committee of the Association under the control of the Board.

**Section 4. Replacement.** In the event of the death, inability to serve because of disability, or resignation of any member or members of the Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Committee.

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**Section 5. Standards.** In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

**Section 6. Time Limit to Build.** Construction of a Dwelling (other than by Declarant) shall be completed within one hundred and eighty (180) days from the date of the commencement of construction thereof; provided, however, that the Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

## ARTICLE VII GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then such party also have the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided in Article VI Section 2 above. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Property; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.



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**Section 2. Meeting Requirements.** Wherever any provision of this Declaration, the Articles or the By-Laws requires any action to be approved by seventy-five percent (75%) or more of the votes, pursuant to Article IV, Section 2, of membership at a meeting duly convened for such purpose, or as required by Article IV, Section 7, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.

**Section 3. Rights of Mortgagees.** By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

**Section 4. Approval of FHA/VA.** Notwithstanding anything contained herein to the contrary, any amendment to this Declaration, the Articles, or the Bylaws; or any annexation of additional property; or any merger or consolidation of the Association or any dissolution of the Association; or any mortgaging, sale or dedication of any Common Area, must be approved by the Federal Housing Administration or the Veterans Administration so long as there is a Class "B" member.

**Section 5. Severability.** Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

**Section 6. Amendment.** The provisions of this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association for so long as the Property is used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by Members entitled to cast not less than ninety percent (90%) of the votes pursuant to Article IV, Section 2 hereof, thereafter by an instrument signed by Members entitled to cast not less than seventy-five percent (75%) of the votes pursuant to Article IV, Section 2, hereof. No amendment

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shall be effective which shall impair or prejudice the rights or priorities of the Declarant or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby. During the first year after execution hereof, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, or the District.

**Section 7. Annexation of Additional Property.** Within ten (10) years of the date of execution of this Declaration, Declarant may, subject to compliance with Section 4 above, add lands to the Property described herein, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

**Section 8. Easements for De Minimis Unintentional Encroachments.** Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Property at the time, may grant easements for de minimis unintentional encroachments.

**Section 9. Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Property" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for their development and enjoyment.

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IN WITNESS WHEREOF, Declarant and has executed this Declaration the date stated above.

WITNESSES:

Judith L. James  
Please Print Name

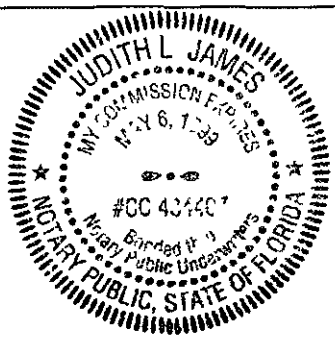
Dennis L. Mollay  
Please Print Name

CENTEX HOMES,  
a Nevada general partnership, by  
Centex Real Estate Corporation, a  
Nevada corporation, by

Gary Jernigan  
Division President  
Tampa Division

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4 day of March, 1998, by GARY JERNIGAN, as Division President, Tampa Division, of Centex Real Estate Corporation, a Nevada corporation, as general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership. He is personally known to me or has produced as identification.



NOTARY PUBLIC  
Name: Judith L. James  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# THIS IS NOT A EXHIBIT "A" CERTIFIED COPY

## DESCRIPTION: Phase 1

A portion of the Southeast quarter of Section 3, Township 28 South, Range 17 East, Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 3; thence N.42°23'22"W., 25.41 feet; thence S.47°32'34"W., 77.78 feet to the beginning of a curve concave to the Northwest having a radius of 75.00 feet; thence SOUTHWESTERLY, 56.54 feet along said curve through a central angle of 43°11'30" (chord bears S.69°08'19"W., 55.21 feet); thence N.89°15'56"W., 15.73 feet; thence N.00°44'04"E., 55.01 feet; thence N.45°38'47"E., 199.27 feet to the Westerly boundary line of the Northeast quarter of the Southeast quarter of said Section 3; thence N.00°33'04"E., 492.07 feet along said Westerly boundary line; thence S.89°26'56"E., 100.00 feet; thence N.00°33'04"E., 53.33 feet; thence S.89°26'56"E., 160.00 feet; thence N.43°13'13"W., 72.21 feet; thence N.18°26'40"W., 123.50 feet; thence N.29°34'17"E., 140.31 feet; thence N.31°19'46"E., 33.48 feet; thence N.00°33'03"E., 150.23 feet; thence N.89°26'57"W., 105.00 feet; thence N.00°33'03"E., 147.48 feet to the Southerly maintained right-of-way line of HIXON ROAD; thence along said maintained right-of-way line, the following seven (7) courses and two (2) curves: S.89°19'50"E., 198.72 feet; thence S.88°12'10"E., 100.20 feet; thence S.89°09'16"E., 363.81 feet to the beginning of a curve concave to the Southwest having a radius of 90.00 feet; thence SOUTHEASTERLY, 87.43 feet along said curve through a central angle of 55°39'26" (chord bears S.61°19'33"E., 84.03 feet); thence S.33°29'50"E., 45.28 feet; thence S.29°10'46"E., 120.40 feet to the beginning of a curve concave to the Northeast having a radius of 400.00 feet; thence SOUTHEASTERLY, 170.53 feet along said curve through a central angle of 24°25'38" (chord bears S.41°23'36"E., 169.25 feet); thence S.53°36'25"E., 70.71 feet; thence S.58°08'51"E., 64.39 feet; thence leaving said maintained right-of-way line, S.60°23'09"W., 127.25 feet to the point of cusp with a curve concave to the West having a radius of 85.00 feet; thence SOUTHWESTERLY, 104.35 feet along said curve through a central angle of 70°20'17" (chord bears S.05°33'17"W., 97.92 feet); thence S.40°43'26"W., 236.04 feet to the beginning of a curve concave to the Southeast having a radius of 315.00 feet; thence SOUTHWESTERLY, 209.96 feet along said curve through a central angle of 38°11'23" (chord bears S.21°37'44"W., 206.09 feet); thence S.02°32'03"W., 29.45 feet to the beginning of a curve concave to the Northeast having a radius of 15.00 feet; thence SOUTHEASTERLY, 20.66 feet along said curve through a central angle of 78°55'12" (chord bears S.36°55'33"E., 19.07 feet) to a point of reverse curvature with a curve concave to the Southwest having a radius of 360.00 feet; thence SOUTHEASTERLY, 116.03 feet along said curve through a central angle of 18°28'01" (chord bears S.67°09'09"E., 115.53 feet); thence S.32°04'51"W., 218.37 feet; thence S.73°01'02"E., 26.35 feet; thence S.65°29'26"E., 128.91 feet; thence S.48°41'37"E., 81.07 feet to the Southerly boundary line of the Northeast quarter of the Southeast quarter of said Section 3; thence N.89°15'02"W., 1,060.20 feet along said Southerly boundary line to the POINT OF BEGINNING.

Containing 26.39 acres, More or Less.

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# State of Florida



## Department of State

EXHIBIT "B"

I certify the attached is a true and correct copy of the Articles of Incorporation of FAWN LAKE HOMEOWNERS ASSOCIATION, INC , a Florida corporation, filed on March 9, 1998, as shown by the records of this office.

The document number of this corporation is N98000001410

OR BOOK 8945 PAGE 1764

BK 8945 Pg 1764

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eleventh day of March, 1998



CR2EO22 (2-95)

Sandra B. Northam  
Secretary of State

THIS IS NOT A  
ARTICLES OF INCORPORATION  
OF  
CERTIFIED COPY  
FAWN LAKE HOMEOWNERS ASSOCIATION, INC.

FILED  
98 MAR -9 AM 8 48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**A Florida Corporation Not For Profit**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I**

**NAME**

The name of this corporation is Fawn Lake Homeowners Association, Inc , a Florida corporation not for profit, (hereinafter called the "Association" in these Articles )

**ARTICLE II**

**OFFICE AND REGISTERED AGENT**

This Association's registered office is 325 South Boulevard Tampa, Florida 33606 Hillsborough County, Florida, and its registered agent is Judith L James who maintains a business office at 325 South Boulevard, Tampa, Florida 33606 Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law

**ARTICLE III**

**PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida and more particularly described as Fawn Lake

**ARTICLE IV**

**POWERS**

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Without limitation this Association is empowered to

(a) ~~Declaration~~ Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration)

applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full,

(b) ~~Property~~ In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances

(c) ~~Assessments~~ Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder

(d) ~~Costs~~ Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property, and contract for services, such as to provide for operation and maintenance of facilities

(e) ~~Borrowing~~ Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations

(f) ~~Dedications~~ With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine

(g) ~~Mergers~~ With the approval of two-thirds (2/3) of the members, participate in mergers and

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consolidations with other non-profit corporations organized for similar purposes

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(h) Rules From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property consistent with the rights and duties

established by the Declaration and these Articles and governing Members' responsibilities.

(i) General Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement To enforce by legal means the obligations of the members of the corporation, the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof, to sue and be sued

**ARTICLE V**

**MEMBERSHIP**

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

**ARTICLE VI**

**VOTING RIGHTS**

The Association shall have two classes of voting membership

Class A Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned When more than one person holds an



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interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on the anniversary date five years from the date when the first Lot is conveyed to an individual purchaser

**ARTICLE VII**

**BOARD OF DIRECTORS**

Section 1 This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three or more but not to exceed five (5). The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by ballot. Each member may cast as many votes for each vacancy as such member has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

Section 2 The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are

Name	Sara Hendrickson
	Richard Fadil
	Nancy Reynolds
Address	5110 Eisenhower Blvd.

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Suite 250  
Tampa, Florida 33634

**ARTICLE VIII**

**INCORPORATOR**

The name and residence of the incorporator is

NAME	Judith L. James
ADDRESS	325 South Boulevard Tampa, Florida 33606

**ARTICLE IX**

**DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

**ARTICLE X**

**DURATION**

This Association exists perpetually.

**ARTICLE XI**

**BY-LAWS**

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of each class of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

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AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of fifty (50%) of the entire membership, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments

ARTICLE XIII

INTERPRETATION

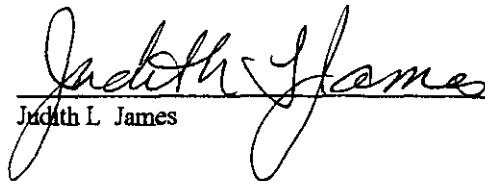
Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 4 day of March 1998

  
Judith L. James

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FILED

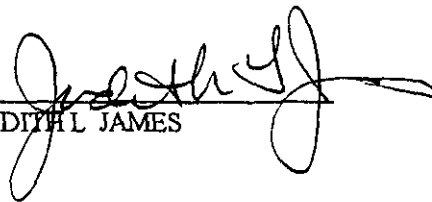
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.**

MAR -9 11 8 48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Fawn Lake Homeowners Association, Inc , desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 325 South Boulevard Tampa, Florida 33606, County of Hillsborough, State of Florida, has named Judith L. James, whose business offices is 325 South Boulevard, Tampa Florida 33606, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 607 325, relative to the proper and complete performance of my duties

  
JUDITH L. JAMES

Date 3-4-98

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EXHIBIT "C"  
BY-LAWS  
OF  
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FAWN LAKE HOMEOWNERS ASSOCIATION, INC.

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is Fawn Lake Homeowners Association, Inc , hereinafter referred to as the "Association" The principal office of the corporation shall be located at 5110 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors

**ARTICLE II**

**DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Fawn Lake (Declaration) are hereby incorporated by reference

**ARTICLE III**

**MEETINGS OF MEMBERS**

**Section 1 Annual Meetings** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors

**Section 2 Special Meetings** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership

**Section 3 Notice of Meetings** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

**Section 4 Quorum** The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except

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as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5 Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1 Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Sara Hendrickson, Richard Fadil and Nancy Reynolds. Thereafter the Board of Directors shall consist of at least three (3) members.

Section 2 Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist

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of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2 Election.** Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 3 Use of Proxy.** For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot that the homeowner personally casts under procedures established by the Board of Directors.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

**Section 1 Meetings.** Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2 Special Meeting.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

**Section 3 Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4 Action Without a Meeting.** Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed

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by all the members of the Board of Directors, such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5 Notice to Members Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posed in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 Powers The Association, by and through its Board of Directors, shall have power to

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof,
- (b) suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations,
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration,
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2 Duties It shall be the duty of the Association, by and through its Board of Directors, to

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the



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annual meeting or special meeting,

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

(c) as more fully provided in the Declaration, to

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same

(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid Reasonable charges may be made by the Board for the issuance of these certificates If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association,

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate,

(g) cause the Common Area to be maintained,

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span

**ARTICLE VIII**

**OFFICERS AND THEIR DUTIES**

Section 1 Enumeration of Offices The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create

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Section 2 Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members

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Section 3 Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve

Section 4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine

Section 5 Resignation and Removal Any officer may be removed from office with or without cause by the Board Any officer may resign at any time by giving written notice to the Board, the president or the secretary Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective

Section 6 Vacancies A vacancy in any office may be filled by appointment by the Board The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced

Section 7 Multiple Offices The offices of secretary and treasurer may be held by the same person No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article

Section 8 Duties The duties of the officers are as follows

President

(a) The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice

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of meetings of the Board and of the members, keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board

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Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors, and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

#### **ARTICLE IX**

##### **COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### **ARTICLE X**

##### **BOOKS AND RECORDS**

Section 1 The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2 Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall retain these minutes for at least 7 years.

Section 3 Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

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a A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots

b A copy of the By-Laws of the homeowner's association and of each amendment to the By-Laws

c A certified copy of the Articles of Incorporation of the homeowner's association, or other documents creating the homeowner's association, and of each amendment thereto

d A copy of the current rules of the homeowner's association

e A book or books that contain the minutes of all meetings of the homeowner's association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years

f A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers

g All current insurance policies of the homeowner's association or a copy thereof

h A current copy of any management agreement, lease, or other contract to which the homeowner's association is a party for under the homeowner's association or the parcel owners have an obligation or responsibility

i Accounting records for the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles All accounting records shall be maintained for a period of not less than 7 years The accounting records shall be open to inspection by members or their authorized representatives at reasonable times The failure of the homeowners' association to permit inspection of its accounting records by member of their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection The accounting records shall include, but are not limited to

1 Accurate, itemized, and detailed records of all receipts and expenditures

2 A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due

3 All audits, reviews, accounting statements, and financial reports of the homeowners' association

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4 All contracts for work to be performed Bids for work to be performed shall also be considered  
official records and shall be maintained for a period of 1 year  
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**ARTICLE XI**

**ASSESSMENTS**

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made Any assessments which are not paid when due shall be delinquent If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot

**ARTICLE XII**

**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words Fawn Lake Homeowners Association, Inc and within the center the word "Florida"

**ARTICLE XIII**

**AMENDMENTS**

Section 1 These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership

Section 2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

**ARTICLE XIV**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

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**ARTICLE XV**

**RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All common areas serving any homeowner's association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.


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Fawn Lake Homeowners Association, Inc.  
**CERTIFICATION**  
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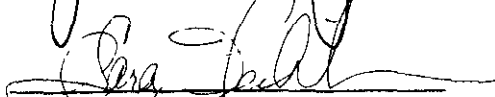
I, the undersigned, do hereby certify


THAT I am the duly elected and acting secretary of the Fawn Lake Homeowners Association, Inc, a Florida corporation not-for-profit, and,

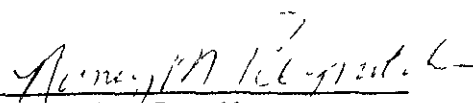
THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 13<sup>TH</sup> day of MARCH, 1998

IN WITNESS WHEREOF, we, being all of the directors of the Fawn Lake Homeowners Association, Inc have hereunto set our hands this 13<sup>TH</sup> day of MARCH, 1998.

  
Assistant Sec'y - Judith L. James

  
Director - Sara Hendrickson

  
Director - Richard Fadil

  
Director - Nancy Reynolds